City of Lafayette Staff Report

For:	City Council
By:	Ron Lefler, Public Works Services Manager
Date Written:	April 1, 2009
Meeting Date:	April 27, 2009
Subject:	Award of Contract PWS 09-02; 2009 Spring Pavement Striping & Delineation

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Introduction

The work under the subject contract is for the re-striping and delineation at various locations throughout the City of Lafayette. This includes but is not limited to thermoplastic striping, paint striping, placement of markers, thermoplastic lettering, paint lettering, grinding, and mobilization.

Bid Results

Two bids were received. The low bid in the amount of $24,788.25 was from Sierra Striping, Inc.. The low bid was well under the Engineer's Estimate of $33,488.50. The bids were as follows:

Sierra Striping, Inc.	$24,788.25
Riley's Striping, Inc.	$30,293.40
Engineer's Estimate	$33,488.50

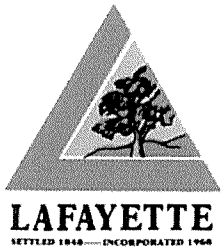
Budget Impact

The total estimated cost of the project is $ 24,788.25. The City's funding for this project is included in the 2008/2009 budget under 011-320 Contract Services.

Recommendations

1. Award Contract PWS 09-02 to Sierra Striping, Inc.

City of Lafayette
Public Works Services



Pavement Striping & Delineation
Project PWS 09-02

Contract

City of Lafayette

Public Works Services

Spring Pavement Striping & Delineation

Project PWS 09-02

CONTRACT

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City of Lafayette

Public Works Services

Spring Pavement Striping & Delineation

PWS 09-02

CONTRACT

THIS AGREEMENT is made and entered into as of ____ April 2008, by and between the **CITY OF LAFAYETTE** ("City") and Sierra Striping Inc. ("Contractor").

RECITALS

A. City desires to retain the services of Contractor to provide services for pavement striping and delineation, including limited to: mobilization; paint striping, thermoplastic striping, traffic control and cleanup; including but not limited to all materials labor, equipment and tools; and all other work as described in the Bid Proposal and contract specifications to provide a complete project.

B. Contractor has represented to City that it has the expertise, experience and qualifications to perform the services described in Paragraph A, above, and those services which are more fully described below.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, City and Contractor agree as follows:

1. **Contract Documents** The contract documents for the aforesaid project shall consist of the Notice to Contractors, Instruction to Bidders, Bid Proposal, General Provisions, Technical Provisions, Special Provisions, Design Drawings, and all referenced specifications, details, standard drawings, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

2. **Payment for Contractor's Services** Contractor agrees to receive and accept contract prices set forth in the "Bid Proposal" as full compensation for furnishing all materials and for doing all the work required for the completion of the above-stated project; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City Council of the City of Lafayette, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Bid Proposal and Special Provisions.

3. **Employment by City** - The City hereby promises and agrees to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. **Worker's Compensation Insurance** - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. Limits shall be not less than those specified in the insurance requirements contained in the General Provisions of the Project Specifications.

5. **Insurance** - With respect to performance of work under this contract, Contractor shall maintain and shall require all of its subcontractors to maintain insurance as required in the General Provisions of the Standard Specifications.

6. **Indemnity** - Contractor shall comply with the indemnification requirements contained in the General Provisions of the Standard Specifications.

7. **Assignment** - This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.

8. **Non-discrimination and Disadvantaged Business Enterprise (DBE)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

9. **Prompt Payment to Subcontractors and Satisfactory Performance** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from City of Lafayette. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Lafayette.

10. **Prompt Payment of Funds Withheld From Subcontractors** - The City of Lafayette shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor with thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the even of a dispute involving late payment, or non-payment by the prime contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

11. **Independent Contractor** - Contractor is and shall at all times remain as to City, a wholly independent contractor. Neither City nor any of its agents shall have control of the conduct of Contractor or any of the Contractor's employees, except as herein set forth. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of City.

12. **Prevailing Wages** - The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith. See the Caltrans HomePage on the internet for the current rates at http://www.dot.ca.gov .

13. **Notices** - All notices and communications shall be sent to the parties at the following addresses:

CITY: Public Works Services Manager
City of Lafayette
3001 Camino Diablo
Lafayette, California 94549

CONTRACTOR: (SIERRA STRIPING, INC)
(6141 ANGELO COURT)
(LOOMIS CA 95650)
( )

14. **Authorized Signature** - Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this contract agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

15. **Entire Agreement; Modification** - This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described in Paragraph A of the Recitals herein above. Each party to this contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

16. **Claims Procedure** - In the event of a dispute between the parties regarding a) a time extension demand, b) payment arising for work performed by or on behalf of the contractor which is not otherwise expressly provided for, or c) an amount the payment of which is disputed by the City, the procedure in Section 10 of the City of Lafayette Standard Specifications shall be used.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this ____ day of April 2008.

City of Lafayette
Public Works Services
Spring Pavement Striping & Delineation
Project PWS 09-02

CONTRACT

SIGNATURE PAGE

Contractor:

Name: _____

Title: Ron Johnson - COO

Contractor's License No. 651790

Agency Business License No. _____

Federal Tax Identification No. 68-0273364

Subscribed and sworn to this ____ day of _____ 2009.

Notary Public _____ SEE ATTACHED JURAT

City of Lafayette:

Mayor: _____
Don Tatzin, Mayor of the City of Lafayette

Attested: _____
Joanne Robbins, City Clerk of the City of Lafayette

Date: _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6 _____ _____

Signature of Document Signer No. 1 — Signature of Document Signer No. 2 (if any)

State of California

County of PLACER

Subscribed and sworn to (or affirmed) before me on this

7 (Date) day of APRIL (Month), 2009 (Year), by

(1) RON JOHNSON (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Joan Miller (Signature of Notary Public)

JOAN MILLER
Comm. # 1583264
NOTARY PUBLIC-CALIFORNIA
PLACER COUNTY
MY COMM. EXPIRES JUNE 26, 2009

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: CONTRACT

Document Date: April 7 2009 Number of Pages: 1

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

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